

REQUEST FOR PROPOSAL

FOR

**North Dakota
Public Employees Retirement System**

**Program Assessment
Disease State Management
Of Diabetes Program**

June 2008

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Summary

The North Dakota Public Employees Retirement System (PERS) is seeking proposals from interested parties for conducting an analysis of a new program it is initiating this July 1, 2008. The program is to provide health coaching to PERS members with diabetes. The North Dakota Pharmacy Service Association (NDPSA) is the entity PERS contracted with to provide services and the program is based upon the Asheville project (see Attachment 1 – articles about the Asheville Project). PERS is seeking a contractor to evaluate the program at the end of two years to determine if the program is cost effective.

This proposal has the following sections and attachments:

Background
Scope of Work
Proposal
Contract Offer
Proposal Submission
Attachment #1 – Articles
Attachment #2 – HB 1433
Attachment #3 – NDPSA Proposal

I. Background

The North Dakota Legislature passed and the Governor signed HB 1433 (Attachment #2) which requires the North Dakota Public Employees Retirement System to:

The board shall establish a collaborative drug therapy program that is to be available to individuals in the medical and hospital benefits coverage group. The purpose of the collaborative drug therapy program is to improve the health of individuals with diabetes and to manage health care expenditures.

Pursuant to this direction PERS solicited a proposal from the North Dakota Pharmacy Service Association (Attachment #3) to provide a program to PERS members based upon the Asheville Model. The program will be made available to PERS members starting in July of 2008. PERS has approximately 2,100 members who have received services relating to diabetes. Those members that elect to participate in this program will have their copayments for their prescriptions rebated to them. The program is limited to 800 members who will be approved on a first-come first-served basis. Members participating in this program will have their copayments waived for their formulary diabetes prescriptions.

II. Scope of Work

PERS intends to offer the program for 3 years; however, at the end of the first 24 months the Board would like to receive a cost benefit assessment of the program. Specifically the Board is seeking a contractor to evaluate the program by comparing the experience of those members who participate in this effort with those that do not. The key question to answer is does this program produce an outcome that is superior in terms of cost/benefit to those efforts that other diabetic members are receiving through the normal course of participation in the plan. In making this determination the cost of the program should be considered. The Board will be seeking this report from the contractor in month 30 of the program. By month 34 the Board will make a decision on whether or not to continue the program based upon the report's findings. The Board's decision on continuation of the program in year 4 will be a cost benefit decision and therefore PERS is seeking a consultant the will be able to perform such an evaluation. The successful contractor will be supplied claims data from BCBS and project data collected by the NDPSA.

PERS will be able to supply the consultant with claims data for the two groups.

III. Proposal

In responding to this RFP please use the following format:

- Section 1. Summary of the Proposal
- Section 2. Statement of Understanding of the Work Effort
- Section 3. Detailed Explanation of the Study Methodology
- Section 4. Detailed Work Plan
- Section 5. Outline of Final Report
- Section 6. Staffing Plan Including Resumes
- Section 7. Budget
- Section 8. References

Section 1. Summary of the proposal

Provide a brief summary of Sections 2 through 6 of the proposal.

Section 2. Statement of Understanding of the Work Effort

Provide a brief statement of your understanding of the requested effort including the conclusions.

Section 3. Detailed Explanation of the Study Methodology

Provide a detailed explanation of the proposed study methodology including tasks. Also identify all data requirements that you would require in order to conduct the study.

Section 4. Detailed Work Plan

Identify the timeline for each task identified in Section 3 for the proposed study. Also identify in the work plan critical dates or benchmarks for the study.

Section 5. Outline of Final Report

Provide an outline of the final report and a brief explanation of each section. Summarize what you see as the areas of findings for the report.

Section 6. Staffing Plan Including Resumes

Please identify each person who will work on the project and identify their role. Also, provide a resume for each member and references.

Section 7. Budget

For each task identified in Section 4, please identify the expected hours by staff member identified in Section 6 and the total cost. PERS will reimburse the consultant quarterly for those tasks completed during the quarter. Identify the total billing rate for each project member.

Please use the following format:

Name of Individual	Price Per Hour	Hours	Project Cost
Total			

Please note that all travel costs will be reimbursed on an incurred basis subject to the prior approval of the PERS Executive Director. Food and lodging will be paid based upon the State North Dakota schedule.

Section 8. References

Please supply the names of three to five references for whom you have worked on similar projects. Include the current contact information for each reference.

IV. Contract Offer

The consultant will sign the enclosed Agreement for Services and return it with this offer.

V. Proposal Submission

- A. Proposals should be prepared in a straightforward manner to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Costs for developing proposals are entirely the responsibility of the proposer and shall not be chargeable to PERS.
- B. Questions concerning this proposal shall be submitted in writing to the address in "D" below or emailed to cstocker@nd.gov by 5:00 p.m. (CST) on June 25, 2008. Responses will be mailed or emailed by PERS not later than July 2, 2008. Please indicate the mailing or email address and individual we should respond to. If you do not have a question but would like a copy of responses by PERS, please send a letter or email so indicating along with the name and address it should be sent to. We will mail or email a copy to those for whom we have received a request by July 2, 2008. The questions and answers will be posted to our website at www.nd.gov/ndpers
- C. Offer must be signed by a partner or principal of the firm and included with your proposal.
- D. Address or deliver the RFP to:

Mr. Sparb Collins
Executive Director
North Dakota Public Employees Retirement System
400 E. Broadway, Suite 505
P.O. Box 1657
Bismarck, ND 58501
(701) 328-3900
- E. Seven (7) copies of the technical and price proposals must be received at the above listed location by **5:00 p.m. (CST) July 11, 2008**. The package the proposal is delivered in must be plainly marked "**PROPOSAL TO PROVIDE CONSULTING SERVICES**". A proposal shall be considered late and will be rejected if received at any time after the exact time specified for return of proposals.
- F. The policy of the PERS Board is to solicit proposals with a bona fide intention to award a contract. This policy will not affect the right of the PERS Board to reject any, or all, proposals.

- G. The PERS Board may request representatives of your organization to appear for interviewing purposes. Travel expenses and costs related to the interview will be the responsibility of the bidder.
- H. The PERS Board will award the contract for services no later than September 1, 2008.
- I. In evaluating the proposals, price will not be the sole factor. The Board may consider any factors it deems necessary and proper, including but not limited to, price; quality of service; response to this request; experience; staffing; and general reputation.
- J. The failure to meet all procurement policy requirements shall not automatically invalidate a proposal or procurement. The final decision rests with the Board.
- K. The consultant shall identify in the cover letter any actual or perceived conflicts of interest that relating to any associations, past work efforts, present work efforts, and employment by any of the project team or other relationships that could call into question the impartiality of the work conducted in response to this RFP.

AGREEMENT FOR SERVICES
Program Assessment
Disease State Management of Diabetes Program

The parties to this contract are the State of North Dakota, acting through the North Dakota Public Employees Retirement System (“NDPERS”) and CONTRACTOR.

- 1) **SCOPE OF SERVICES:** CONTRACTOR agrees to provide the accepted consultant services as specified in the CONTRACTOR’s proposal (attached hereto as Exhibit A). Therefore, the terms of the CONTRACTOR’s proposal are hereby incorporated by reference as part of the contract.
- 2) **TERM:** This agreement shall commence on the date it is fully executed (signed) by both parties, and remain in effect for 36 months following the date of execution.
- 3) **FEES AND BILLING:** NDPERS shall only pay pursuant to the terms in the CONTRACTOR’s Proposal.
- 4) **TERMINATION:**

a. Termination without cause. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days’ written notice.

b. Termination for lack of authority. NDPERS may terminate this contract effective upon delivery of written notice to the CONTRACTOR, or on any later date stated in the notice, under the following condition(s):

1. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for cause. NDPERS by written notice of default to the CONTRACTOR may terminate the whole or any part of this contract:

1. If the CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by NDPERS; or
2. If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of NDPERS provided in the above clause related to defaults by the CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- 5) **CONFIDENTIALITY:** CONTRACTOR agrees not to use or disclose any information it receives from the NDPERS under this contract that NDPERS has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by NDPERS. NDPERS agrees that all participation by its members and their dependents in the Disease State Management of Diabetes Program is confidential. NDPERS agrees not to disclose any information it receives from CONTRACTOR that the CONTRACTOR has previously identified as confidential and which NDPERS determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of NDPERS and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

The CONTRACTOR agrees, with respect to any services provided under this agreement, to comply with all applicable requirements of the federal HIPAA privacy rules.

- 6) **COMPLIANCE WITH PUBLIC RECORDS LAW:** CONTRACTOR understands that, except for information that is confidential or otherwise exempt from the North Dakota open records law, NDPERS must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential or exempt may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact NDPERS immediately upon receiving a request for information under the open records law and to comply with NDPERS instructions on how to respond to the request.
- 7) **OWNERSHIP OF WORK PRODUCT:** All work products of the CONTRACTOR, including but not limited to, data, documents, drawings, estimates and actuarial calculations which are provided to NDPERS under this agreement are the exclusive property of NDPERS. Any medical records and related individually identifiable health information created or obtained by the CONTRACTOR in the course of providing services under this contract are the property of NDPERS, but disclosure of protected health information to NDPERS is subject to the applicable requirements of the HIPAA privacy rule and any other applicable State or Federal law.
- 8) **APPLICABLE LAW AND VENUE:** This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

- 9) **MERGER AND MODIFICATION:** This contract and the proposal shall constitute the entire agreement between the parties. In the event of any inconsistency or conflict among the documents making up this agreement, the documents must control in this order of precedence: First – the terms of this Contract, as may be amended and Second - CONTRACTOR's Proposal. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
- 10) **INDEMNITY:** CONTRACTOR agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agent, but not against claims based on State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors or omissions. The legal defense provided by CONTRACTOR to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. CONTRACTOR also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.
- 11) **INSURANCE:** CONTRACTOR shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, appropriate professional liability insurance with minimum liability limits of \$500,000 per occurrence and \$1,000,000. CONTRACTOR shall also require all subcontractors to secure and keep in force during the term of the agreement, the same professional liability insurance coverage as CONTRACTOR. Any deductible or self insured retention amount or other similar obligation under the policies must be the sole responsibility of the CONTRACTOR. CONTRACTOR shall furnish a certificate of insurance to NDPERS prior to the commencement of this agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling NDPERS to terminate this agreement immediately.
- 12) **SEVERABILITY CLAUSE:** If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.
- 13) **STATE AUDIT:** All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all of these records for at least three years following completion of this contract.

14) **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights.

15) **EFFECTIVENESS OF CONTRACT**

This contract is not effective until fully executed by both parties.

IN WITNESS WHEREOF, CONTRACTOR and NDPERS have executed this agreement as of the date first written above.

(CONTRACTOR)

BY: _____

ITS: _____

DATE: _____

STATE OF NORTH DAKOTA

ND Public Employees Retirement System

BY: Sparb Collins _____

ITS: Executive Director _____

DATE: _____